

EXHIBIT A

SUM-100

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

Electronically FILED by
Superior Court of California,
County of Los Angeles
6/26/2025 2:14 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Gonzalez, Deputy Clerk

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

STATE FARM GENERAL INSURANCE
COMPANY

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

FLOR CHAVEZ, an individual, and
CARLOS CHAVEZ, an individual

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Pomona Courthouse South

400 Civic Center Plaza Pomona, CA 91766

CASE NUMBER:
(Número del Caso):

25PSCV02359

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

TINA ABDOLHOSSEINI, ESQ.; 2750 SW 145th Avenue, #509, Miramar, Florida 33027; (786)703-8810

DATE:

(Fecha) 06/26/2025

David W. Slayton, Executive Officer/Clerk of Court

Clerk, by

(Secretario)

J. Gonzalez

, Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☒ on behalf of (specify): **STATE FARM GENERAL INSURANCE COMPANY**
under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

Page 1 of 1

1 TINA ABDOLHOSSEINI, ESQ. (State Bar No. 316093)
2 PLG Damage Attorneys
2750 SW 145th Avenue
3 #509
Miramar, Florida 33027
Attorneys for Plaintiffs

Electronically FILED by
Superior Court of California,
County of Los Angeles
6/26/2025 2:14 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Gonzalez, Deputy Clerk

4 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
5 **FOR THE COUNTY OF LOS ANGELES**

7 FLOR CHAVEZ, an individual, and
CARLOS CHAVEZ, an individual,

9 Plaintiffs,

10 v.

11 STATE FARM GENERAL INSURANCE
12 COMPANY,

13 Defendants.

Case No:

COMPLAINT FOR DAMAGES

- 1) **BREACH OF CONTRACT**
2) **BREACH OF THE IMPLIED
COVENANT OF GOOD FAITH
AND FAIR DEALING**

JURY TRIAL DEMANDED

17 Plaintiffs, FLOR CHAVEZ and CARLOS CHAVEZ ("Plaintiffs"), allege against
18 Defendants STATE FARM GENERAL INSURANCE COMPANY ("Defendants") and
19 Does 1 through 20 as follows:

20 **GENERAL ALLEGATIONS**

21 1. At all times herein mentioned, Plaintiffs resided in the City of West Covina,
22 County of Los Angeles, State of California.

23 2. Plaintiffs are informed and believe and thereon allege that at all times herein
24 relevant, Defendant STATE FARM GENERAL INSURANCE COMPANY, qualified to do
25 business in the State of California, including but not limited to, issuing insurance policy in
26 the State of California and in the County of Los Angeles, and in the City of West Covina.

27 3. Plaintiffs are ignorant of the true names and capacities of Defendants sued herein
28 as Does 1 through 20, inclusive, and therefore Plaintiffs sue these Defendants by such

COMPLAINT

1 fictitious names. Plaintiffs will amend this complaint to allege their true names and capacities
2 when they are ascertained. Plaintiffs are informed and believe and thereon alleges that each
3 of the fictitiously-named Defendants is responsible and liable in some manner for the
4 occurrences and/or conduct herein alleged, and/or is responsible or liable under the Policy of
5 insurance referenced herein, and that Plaintiffs' damages as herein alleged were proximately
6 caused in whole or in part by said fictitiously-named Defendants' conduct or liability, as an
7 insurer, agent or otherwise.

8 4. Plaintiffs are informed and believes and thereon alleges that at all times herein
9 mentioned, Defendants and each of them were acting as the agents, servants, successors,
10 predecessors, principals, parents, subsidiaries, joint venturers, joint tortfeasors, co-
11 conspirators, and/or employees of each other, and were acting within the full course and scope
12 of said relationship with full knowledge, permission, consent and ratification, either expressed
13 or implied, of each of the other said named Defendants.

14 **JURISDICTION AND VENUE**

15 5. This Court has jurisdiction over the entire action by virtue of the fact that this is
16 a civil action wherein the matter in controversy, exclusive of interest and costs, exceeds the
17 jurisdictional minimum of the Court. The acts and omissions complained of in this action took
18 place, in whole or in part, in the State of California. The insurance contract at issue was
19 entered into in California and covers property located in the State of California.

20 6. Venue is proper because the contract was entered into, performance was due,
21 and/or acts and omissions complained of took place within the venue of this Court, the
22 property damaged at issue is located within the venue of this court, and/or the Defendant
23 resides within the venue of this Court.

24 **GENERAL ALLEGATIONS**

25 7. This action arises out of an insurance claim made by Plaintiffs resulting from
26 wind damage to roof which caused water to leak into the Property which occurred on or about
27 February 04, 2024 (Hereinafter referred to as "Date of Loss") due to rainwater intrusion into
28 Plaintiff's home, causing significant water damage to the property and contents therein.

1 8. Pursuant to the terms of Insurance Policy No. 75J4R3028 (the "Policy"), a true
2 and correct copy of which is attached hereto as **Exhibit A** and incorporated herein by
3 reference, Plaintiffs were entitled to coverage for all covered losses at the subject property
4 located at 1206 W DEVERS ST, WEST COVINA, CA 91790 (the "Property").

5 9. Plaintiffs timely reported the incident to STATE FARM GENERAL
6 INSURANCE COMPANY which was documented and assigned the following Claim
7 Number: 7565C131T (Hereinafter referred to as "Claim").

8 10. The Policy of insurance which forms the basis of this action were entered into
9 and issued in the City of West Covina, County of Los Angeles, State of California, and was
10 intended to be performed in whole or in part therein.

11 11. Defendants, by their duly authorized agents, for valuable consideration, executed,
12 delivered and issued to Plaintiffs the Policy in the City of West Covina, County of Los
13 Angeles, State of California. The Policy, by its terms, was effective at all relevant times, and
14 was maintained in full force and effect at all relevant times.

15 12. By the terms of the Policy, Defendants agreed to act in good faith and agreed to
16 deal fairly with Plaintiffs when they entered into the Policy and accepted premiums for the
17 coverage provided by the Policy.

18 13. After reporting of the subject insurance Claim, STATE FARM GENERAL
19 INSURANCE COMPANY became obligated to conduct a fair and thorough investigation
20 and promptly pay the benefits of the subject Insurance Policy to Plaintiffs.

21 14. After a loss, the subject insurance Policy requires Plaintiffs to mitigate damages
22 caused to their Property. In an effort to mitigate the damage caused to their home, Plaintiffs
23 retained mitigation services but despite submitting a timely claim and supporting
24 documentation, STATE FARM GENERAL INSURANCE COMPANY denied the Claim
25 without justification. A true and correct copy of the denial letter is attached hereto as **Exhibit**
26 **B** and incorporated herein by reference.

27 15. STATE FARM GENERAL INSURANCE COMPANY denial of the Claim was
28 not only unreasonable but done maliciously and in bad faith.

16. Defendants have abandoned Plaintiffs and have forced them to expend their own funds to repair the damages to their home when this Claim should have been approved immediately after Defendants received evidence in the form of reports and photos of the damages.

17. Although Defendants were presented with evidence of the extent of the damage related to this water loss, Defendants intentionally chose not to adequately consider such information and evidence, did not reasonably adjust the Claim and unjustifiably and summarily denied the Claim.

18. STATE FARM GENERAL INSURANCE COMPANY conduct in refusing to honor its Policy obligations was and is outrageous, despicable, malicious and fraudulent as its conduct has left Plaintiffs' home in a damaged condition since February 04, 2024. Accordingly, Plaintiffs brings this action to recover damages, including punitive damages, for Defendants' bad faith conduct arising from their handling of Plaintiffs' Claim.

FIRST CAUSE OF ACTION

Breach of Contract
(Against All Defendants and DOES 1 through 20)

19. Plaintiffs reallege and incorporate by reference, as though fully set forth in this first cause of action, all of the allegations contained in paragraphs 1 through 18 herein.

20. Plaintiffs paid consideration in the form of premiums and have faithfully Performed all obligations required to be performed by them under the terms of the insurance Policy, except to the extent performance may have been excused by, among other things, Defendants' bad faith conduct and breach of the insurance Policy.

21. Plaintiffs were insured under the subject Policy issued by Defendants which was in effect on the Date of Loss. The water loss that occurred at Plaintiffs' Property was a covered loss under the subject Policy, but Defendants refused to extend insurance coverage for said water loss.

22. Defendants breached the terms of the Policy by failing to pay monies due under the Policy and by forcing Plaintiffs to institute this litigation. Specifically, Defendants refused

1 to consider the ample evidence that was provided and without justification, unreasonably and
2 summarily denied this Claim.

3 23. As a direct, proximate and legal result of Defendants' breach of the contract,
4 Plaintiffs have been, and continue to be, damaged in an amount in excess of the jurisdictional
5 limits of this Court, including but not limited to: The loss of benefits due under the contract,
6 consequential damages including interest on monies Plaintiffs could and should have received
7 promptly, but which they did not receive as a result of Defendants' breach of contract, and
8 other fees expenses and costs to be proven at trial.

9 24. Plaintiffs have also sustained other losses as a direct, proximate and legal result
10 of Defendants' conduct, in an amount to be proven at trial.

11 **SECOND CAUSE OF ACTION**

12 **Breach of the Implied Covenant of Good Faith and Fair Dealing**

13 **(Against All Defendants and DOES 1 through 20)**

14 25. Plaintiffs reallege and incorporate by reference, as though fully set forth in this
15 first cause of action, all of the allegations contained in paragraphs 1 through 24 herein.

16 26. The insurance Policy identified in this action contained an implied covenant of
17 good faith and fair dealing, whereby Defendants agreed to perform their obligations under the
18 Policy in good faith, to deal fairly with Plaintiffs, and not to unreasonably deprive them of
19 their rights.

20 27. Despite overwhelming evidence that insurance coverage should have been
21 extended to the subject Claim, Defendants failed to accurately investigate and adjust the
22 Claim, failed to assess the facts and evidence of the loss, unreasonably and without
23 justification denied the Claim. In doing so, Defendants unreasonably, tortuously and
24 maliciously breached the implied covenant of good faith and fair dealing arising from the
25 insurance Policy.

26 28. Despite Plaintiffs' demands that all owed monies be paid, Defendants refused to
27 comply and continue to engage in unlawful insurance practices and misrepresentations. Such
28 bad faith conduct constitutes a continuing tort, which has caused Plaintiffs continued

1 damages.

2 29. Defendants engaged and continue to engage in a course of conduct to further their
3 own economic interest in violation of their obligations to Plaintiffs. This conduct includes,
4 but is not limited to the conduct alleged in this complaint and the following:

5 a. Failing to thoroughly and objectively investigate the Claim and benefits owed to
6 Plaintiffs;

7 b. Refusing to pay insurance benefits which a reasonable person would have believed
8 Plaintiffs were entitled to receive;

9 c. Deliberately, unreasonably and unjustifiably failing to pay Plaintiffs' Claim under
10 the Policy;

11 d. Unreasonably refusing payments to Plaintiffs in bad faith, knowing Plaintiffs'
12 claim for benefits under the Policy to be valid;

13 e. Not attempting in good faith to effectuate prompt, fair and equitable settlement of
14 Plaintiffs' Claim for benefits where the obligation to pay had become reasonably
15 clear;

16 f. Failing to adopt and implement reasonable standards for the prompt investigation
17 and processing of the Claim asserted by Plaintiffs; and g. Forcing Plaintiffs to live in
18 undesirable and unsafe living conditions and refusing to provide comparable housing
19 despite knowing Plaintiffs are entitled to it and that Plaintiffs' home has to be
20 repaired.

21 30. Plaintiffs are informed, believe and thereon allege, that Defendants have
22 breached their duty of good faith and fair dealing owed to Plaintiffs by other acts or omissions
23 of which Plaintiffs are presently unaware and which will be shown according to proof at the
24 time of trial.

25 31. Plaintiffs are informed, believe and thereon allege, that Defendants' conduct
26 described herein constitutes part of Defendants' overall scheme to reduce the costs of
27 legitimate insurance claims. Defendants' conduct as described herein constitutes an illegal
28 pattern and practice.

32. Without any reasonable basis for doing so, and with full knowledge and/or conscious disregard of the consequences, Defendants have failed to and refused to act in good faith or act fairly toward Plaintiffs, and Defendants in bad faith, failed to refuse to perform their obligation under the insurance Policy, and under the laws of the State of California.

33. As a direct, proximate and legal result of said breaches of the covenant of good faith and fair dealing by Defendants, Plaintiffs have been, and continue to be, damaged in an amount including, but not limited to, loss of policy benefits, loss of money necessary for the repair and replacement of Plaintiffs' Property, emotional distress and personal injuries in an amount according to proof.

34. Pursuant to *Brandt v. Superior Court* (1985) 37 Cal.3d 813, Plaintiffs are entitled to attorney's fees and costs reasonably incurred to compel the payment of benefits due under the insurance Policy.

35. As a direct, proximate and legal result of the wrongful conduct of Defendants, Plaintiffs have sustained economic damages, as set forth above, and other damages in an amount to be proven at trial.

36. On the basis of all the facts alleged herein above, Defendants' conduct and actions were despicable, and were done maliciously, oppressively and fraudulently, with a willful and conscious disregard of Plaintiffs' rights, thereby subjecting Plaintiffs to unjust hardship and distress, entitling Plaintiffs to punitive damages under California Civil Code Section 3294. Defendants' adjusters, officers, directors and managing agents were personally informed and involved in the decision-making process with respect to the misconduct alleged herein and these actions were approved by a managing agent of Defendants, to be proven at trial.

PRAYER FOR RELIEF

ON PLAINTIFFS' FIRST AND SECOND CAUSES OF ACTION:

1. For general and special damages according to proof;
2. For all compensatory damages including consequential damages against Defendants;

3. For punitive and exemplary damages against Defendants;
4. For bad faith damages;
5. For interest on said damages at the legal rate, according to proof;
6. For costs of suit herein; and
7. For such other and further relief as the Court may deem just and proper.

ON PLAINTIFFS' SECOND CAUSE OF ACTION ONLY:

8. For an award of punitive damages in amounts to be proven at trial;
9. For an award of attorneys' fees and expenses pursuant to *Brandt v. Superior Court* (1985) 37 Cal.3d 813.

DATED: June 26, 2025

PLG DAMAGE ATTORNEYS

/s/ Tina Abdolhosseini, Esq.
TINA ABDOLHOSSEINI
tabdolhosseini@plglawyersfl.com
Attorney for Plaintiffs
PH: (786)703-8810

JURY TRIAL DEMAND

Plaintiffs hereby demand a trial by jury on all claims to which they are entitled to a jury.

DATED: June 26, 2025

PLG DAMAGE ATTORNEYS

/s/ Tina Abdolhosseini, esq.
TINA ABDOLHOSSEINI, ESQ.
tabdolhosseini@plglawyersfl.com
Attorney for Plaintiffs
PH: (786)703-8810

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EXHIBIT A

State Farm General Insurance Company
A Stock Company With Home Offices in Bloomington, Illinois
PO Box 2356
Bloomington IL 61702-2356

AT2 H-23-3138-FB85 F H W
CHAVEZ, CARLOS & FLOR
1206 W DEVERS ST
WEST COVINA CA 91790-3913

POLICY NUMBER	75-J4-R302-8
HOMEOWNERS AVAILABLE COVERAGE NOTICE	
SEE RENEWAL DECLARATIONS	

It is important that you occasionally review the coverages and limits in your Homeowners policy to be certain your needs are being met. The following information will assist you in the review process.

The coverage limits for Coverage A - Dwelling, Coverage B - Personal Property, Coverage L - Personal Liability, and Coverage M - Medical Payments to Others are listed on the accompanying renewal declarations. Please review these limits to determine if they are adequate in the event of a loss.

The following is a **partial list** of the optional coverages you have **not** added to your policy. They may be available to you for a premium adjustment.

Back-Up of Sewer or Drain (for damage caused by water from outside the plumbing system which backs up through sewers or drains)

Business Property (for higher limits)

Business Pursuits Liability (for teachers, school administrators, sales persons, and clerical employees)

Child Care Liability (for those providing child care in their home)

Firearms (for broadened coverage and higher limits)

Cyber Event, Identity Restoration, and Fraud Loss

Incidental Business Liability (for those with an incidental office, studio, or school in the home)

Jewelry and Furs (for broadened coverage and higher limits)

Loss Assessment (for neighborhoods with Homeowners Associations)

Nurses' Professional Liability (for those in the nursing profession)

Personal Injury (for your liability to others caused by certain acts of libel, slander, invasion of privacy, or false arrest)

Silverware/Goldware (for broadened coverage and higher limits)

Adult Day Care Liability (for those providing adult day care in their home)

****Continued on Reverse Side****

Energy Efficiency Upgrade (for replacing damaged heating unit, air conditioning unit, or water heater with equipment that is more energy efficient)

Home Rental (for those who rent out their home for more than 30 nights yearly)

Increased Personal Property (for higher limits above the standard policy limit, which is a percentage of your Coverage A-Dwelling amount)

o1h5223a 03-31-2017

This notice contains only a general description of the coverages and is not a contract. All coverages are subject to the provisions in the policy itself. Should you have a need for any of these coverages or higher limits, contact your State Farm Agent to discuss details, cost and eligibility.

IMPORTANT INFORMATION ABOUT DAMAGE CAUSED BY FLOODING

This policy does not cover damage to your property caused by flooding. You may be eligible for such coverage through the National Flood Insurance Program ("NFIP"), if you live in a participating community. For more information, contact your State Farm® agent or visit [floodsmart.gov](https://www.floodsmart.gov).

State Farm General Insurance Company
A Stock Company With Home Offices in Bloomington, Illinois
PO Box 2356
Bloomington IL 61702-2356



H-23-3138-FB85 F H W

CHAVEZ, CARLOS & FLOR
1206 W DEVERS ST
WEST COVINA CA 91790-3913

RENEWAL DECLARATIONS

AMOUNT DUE: None
Payment is due by TO BE PAID BY MORTGAGEE

Policy Number: 75-J4-R302-8

Policy Period: 12 Months

Effective Dates: NOV 19 2023 to NOV 19 2024

The policy period begins and ends at 12:01 am standard time at the residence premises.

Homeowners Policy

Location of Residence Premises

1206 W DEVERS ST
WEST COVINA CA 91790-3913

Your State Farm Agent

TAORMINA INS AGCY INC
10217 OLD RVR SCH RD
DOWNEY CA 90241-2065

Phone: (562) 927-3312

Construction: Frame
Year Built: 1955

Roof Material: Composition Shingle
Roof Installation Year: 2020

Automatic Renewal

If the **POLICY PERIOD** is shown as **12 MONTHS**, this policy will be renewed automatically subject to the premiums, rules, and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

IMPORTANT MESSAGES

This policy includes building code upgrade coverage of \$39,730. Refer to the Important Notice for possible terms, limits, conditions, or restrictions.
Please help us update the data used to determine your premium. Contact your agent with the year each of your home's utilities (heating/cooling, plumbing, or electrical) and roof were last updated.

PREMIUM

Annual Premium \$1,282.00

Your premium has already been adjusted by the following:

Home Alert Discount Claim Record Discount

Total Premium \$1,282.00

**NAMED INSURED**

CHAVEZ, CARLOS & FLOR

MORTGAGEE AND ADDITIONAL INTERESTS**Mortgagee**

NATIONSTAR MORTGAGE LLC
DBA MR COOPER
ISAOA/ATIMA
PO BOX 7729
SPRINGFIELD OH 45501-7729

Loan Number:
0693065849

SECTION I - PROPERTY COVERAGES AND LIMITS

Coverage	Limit of Liability
A Dwelling	\$ 397,300
Other Structures	\$ 39,730
B Personal Property	\$ 297,975
C Loss of Use	\$ 119,190

Additional Coverages

Arson Reward	\$1,000
Credit Card, Bank Fund Transfer Card, Forgery, and Counterfeit Money	\$1,000
Debris Removal	Additional 5% available/\$1,000 tree debris
Fire Department Service Charge	\$500 per occurrence
Fuel Oil Release	\$10,000
Locks and Remote Devices	\$1,000
Trees, Shrubs, and Landscaping	5% of Coverage A amount/\$750 per item

SECTION II - LIABILITY COVERAGES AND LIMITS

Coverage	Limit of Liability
L Personal Liability (Each Occurrence)	\$ 100,000
Damage to the Property of Others	\$ 1,000
M Medical Payments to Others (Each Person)	\$ 1,000

INFLATION

Inflation Coverage Index: 400.9

DEDUCTIBLES

Section I Deductible	Deductible Amount
All Losses	\$ 5,000

LOSS SETTLEMENT PROVISIONS

A1 Replacement Cost - Similar Construction
B1 Limited Replacement Cost - Coverage B

SEP 22 2023

01F1081A

75-J4-R302-8

**FORMS, OPTIONS, AND ENDORSEMENTS**

HW-2105	Homeowners Policy
Option OL	Ordinance/Law 10%/ \$39,730
Option ID	Increase Dwlg up to \$79,460
Option JF	Jewelry and Furs \$1,500 Each
	Article/\$2,500 Aggregate
HO-2779	Wildfire Response End
HO-2420	Form 438bfu NS Lndr Loss Pay
HO-2213	Amendatory Endorsement
HO-2362	State of Emergency Amendatory

ADDITIONAL MESSAGES

The limit of liability for this structure (Coverage A) is based on an estimate of the cost to rebuild your home, including an approximate cost for labor and materials in your area, and specific information that you have provided about your home.

CALIFORNIA LAW REQUIRES US TO PROVIDE THE FOLLOWING NOTICE: Our records indicate that you have not purchased earthquake coverage.

Anti-Fraud Disclosure - For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

State Farm uses geographic rating that considers wildfire risk associated with your address. The range of available premium adjustments is currently -41.7% to 376.9%, and your adjustment is -1.8%. If the listed address is not correct, the premium adjustments may be impacted. To appeal the premium due to an incorrect address, please contact your State Farm® agent.

Other limits and exclusions may apply - refer to your policy

Your policy consists of these Declarations, the Homeowners Policy shown above, and any other forms and endorsements that apply, including those shown above as well as those issued subsequent to the issuance of this policy.

This policy is issued by the State Farm General Insurance Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm General Insurance Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

Lynne M. Yauell
Secretary

Thomas Conley
President

**Your coverage amount....**

It is up to you to choose the coverages and limits that meet your needs. We recommend that you purchase a coverage limit at least equal to the estimated replacement cost of your home. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an Xactware estimate using information you provide about your home. We can accept the type of estimate you choose as long as it provides a reasonable level of detail about your home. State Farm® does not guarantee that any estimate will be the actual future cost to rebuild your home. Higher limits are available at higher premiums. Lower limits are also available, which if selected may make certain coverages unavailable to you. We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your home.

SEP 22 2023

75-J4-R302-8 007418

553-4350 CA
Page 1 of 1

IMPORTANT NOTICE

Building Code Upgrade Coverage

In accordance with California law, this notice pertains to terms, limits, conditions, or restrictions for building code upgrade coverage.

If your policy includes building code upgrade coverage:

- The limit for building code upgrade is stated in the Declarations as a percentage of the Coverage A limit. This is an additional amount of insurance and applies to building structures on the residence premises.
- Any payment for building code upgrade will be based on any ordinance or law, in effect at the time of the loss, regulating the construction or repair of the damaged property.
- We will not pay for any increased cost of construction due to any original or subsequent construction to a building structure that did not comply with a building, zoning, or land use ordinance or law in effect when the construction was performed.
- We will not pay more than the increased cost to repair or rebuild the building structure at the same premises, or another premises in the same general vicinity if relocation is required by ordinance or law, with the same height, floor area, and style.

DISCLAIMER: This notice is not a statement of contract. This notice does not change, modify, or invalidate the provisions, terms, or conditions as set forth in your State Farm policy booklet, the most recently issued declarations, and any applicable endorsements.

553-4350 CA

553-4309 CA

Important Notice About Your Policy

NEW COVERAGE OPTIONS are now available

- **Option ID – Increased Dwelling Limit** If your home is insured for at least 100% of its estimated replacement cost, Option ID – Increased Dwelling Limit is automatically part of your policy. Option ID provides an additional 20% of the coverage on your home in case the amount to repair or replace it exceeds the coverage. You may increase the coverage provided by Option ID to 50% of the coverage on your home for additional premium.
- **Personal property coverage** A State Farm® Homeowners policy typically provides coverage for household furnishings and other personal property equal to 75% of the coverage on your home. If you don't need that much coverage for your personal property, you may be eligible to lower it to 25% or 50% of the coverage on your home.

If you'd like more information or to make these coverage changes, please contact your State Farm agent.

553-4309 CA

(CONTINUED)

553-4440 CA
Page 1 of 1

IMPORTANT NOTICE

WILDFIRE MITIGATION DISCOUNTS AVAILABLE

The following discounts are available for policyholders who take certain proactive steps to protect their dwelling from wildfire:

- **Wildfire Mitigation Discount – Community Level**
 - A -2% basic premium adjustment will apply to policies located within a community that is recognized by the Firewise USA® Program.
- **Wildfire Mitigation Discount – Property Level**
 - A -5% basic premium adjustment will apply to policies that meet certain qualification criteria for property characteristics such as roof material, defensible space, and siding material.

Please refer to the Renewal Declarations page to see whether these discounts apply to your policy. If you would like to discuss the criteria for this discount or appeal the premium adjustment, please contact your State Farm® agent.

DISCLAIMER: This notice only provides a general summary of changes to your State Farm policy. This notice is not a statement of contract. This notice does not change, modify, or invalidate the provisions, terms, or conditions as set forth in your State Farm policy booklet, the most recently issued declarations, and any applicable endorsements.

553-4440 CA

553-3158 CA

Important Reminder . . .

Under the Utility Rating Plan, premiums may increase when any of the utility systems (electrical, plumbing, heating, and cooling) in your dwelling insured by this policy become 40 years old. Your premiums may be reduced if you have:

- (1) Completely replaced all utility systems (electrical, plumbing, heating, and cooling) in the last 40 years; or
- (2) Replaced the heating equipment, air conditioning equipment, electrical service entrance and distribution panel in the last 16 years.

Please ask your State Farm® agent for details.

553-3158 CA (C) (11/09)

(CONTINUED)

75-J4-R302-8 007419

553-2798

IMPORTANT NOTICE . . . Discounts and Rating

The longer you are insured with State Farm[®] and the fewer claims you have, the lower your premium. For policyholders insured by State Farm for three or more years, the Claim Free Discount Plan provides a premium discount if you have not had any claims considered for the Plan in the most recent three-year period since becoming insured with State Farm. Premium adjustments under the Claim Record Rating Plan are based on the number of years you have been insured with State Farm and on the number of claims that we consider for the Plan. Depending on the Plan(s) that applies in your state/province, claims considered for the Plans generally include claims resulting in a paid loss and may include weather-related claims. Additionally, depending on your state/province's plan and your tenure with State Farm, any claims with your prior insurer resulting in property damage or injury may also influence your premium. For further information about whether a Claim Free Discount is in effect in your state/province, the Claim Record Rating Plan that applies in your state/province, and the claims we consider for the Plans, please contact your State Farm agent.

553-2798 (C) (10/07)

553-4218 CA.1
Page 1 of 1**IMPORTANT NOTICE****Premium Adjustment**

Insurance premiums have been adjusted to more adequately reflect expected costs. Any premium adjustment is reflected on your enclosed renewal notice and may be impacted by several factors including the coverage you have, and applicable discounts or charges.

The enclosed Renewal Declarations reflects your new premium.

We want to assure you that State Farm[®] works hard to offer you the best combination of cost, service, and protection. We will continue doing our best to make the most effective use of your premium dollars and give you fast, friendly service when you need it.

If you have any questions about your premium or policy coverages, please contact your State Farm agent.

553-4218 CA.1

(CONTINUED)

553-4157

NOTICE TO POLICYHOLDER

For a comprehensive description of coverages and forms, please refer to your policy.

Policy changes that you requested before the "Date Prepared" on your Renewal Declarations are effective on the renewal date of this policy unless indicated otherwise by a separate endorsement, binder or Amended Declarations Page. Any coverage forms or endorsements included with your Renewal Declarations are effective on the renewal date of this policy.

Policy changes that you requested after the "Date Prepared" on your Renewal Declarations will be sent to you as an Amended Declarations Page or as an endorsement to your policy. You will be billed for any resulting premium increase later.

If you have acquired any valuable property items, made any improvements to your home, or have questions about your insurance coverage, please contact your State Farm® agent.

553-4157 (C)

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EXHIBIT B

Providing Insurance and Financial Services
Home Office, Bloomington, IL



April 22, 2024

CARLOS CHAVEZ
FLOR CHAVEZ
1206 W DEVERS ST
WEST COVINA CA 917903913

State Farm Insurance Companies
Fire Claims
PO BOX 106169
Atlanta, GA 30348-6169
Fax 844 236 3646

RE: Claim Number: 75-65C1-31T
Policy Number: 75-J4-R302-8
Loss Location: 1206 W DEVERS ST , WEST COVINA CA 917903913
Date of Loss: February 4, 2024

Dear Mr. and Mrs. Chavez:

Thank you for meeting with me on April 20, 2022. Please allow this letter to summarize our conversation.

Coverage A – Dwelling

Enclosed is our estimate in the amount of \$2,998.80 for the replacement cost of covered repairs to your garage, living room, and kitchen. Since the loss did not exceed your deductible of \$5,000.00, we are unable to make payment on your claim at this time. If, before or during the period of repairs, you become aware the actual cost to repair, rebuild, or replace your damaged property exceeds the cost estimated, please contact us immediately so that we may review any possible additional coverage for your loss.

The estimate will be based on the cost to repair or replace the damaged portion of your property utilizing similar construction. Increased costs may result from the enforcement of a building, zoning or land use ordinance or law. Your policy contains Option OL - Building Ordinance or Law to assist with increased covered repair costs to dwellings resulting from such enforcement. The limit of this coverage is ten percent of your Coverage A Dwelling limit at the time of loss. This \$40,246.50 is in addition to the Coverage A limit.

However, some code enforcement costs may not be covered. We would be happy to discuss this coverage with you if you have any questions.

Depending upon the complexity of your repair, our estimate(s) may or may not include an allowance for general contractor's overhead and profit. If you have questions regarding general contractor's overhead and profit or whether general contractor services are appropriate for your loss, please contact your claim representative before proceeding with repairs.

75-65C1-31T
Page 2
April 22, 2024

Although our investigation has not revealed observable fungus/mold, we would like to take this opportunity to advise you that your policy provides limited coverage for damage due to fungus (mold) in certain circumstances, pursuant to Homeowners Policy HW-2105.

Our investigation and evaluation of your loss has determined that a portion of your damage is not covered by your policy. The predominant cause of damage to your roof is wear, tear, and deterioration. Damage as a result of these perils is excluded by your Homeowners Policy Form HW-2105.

Your State Farm Homeowners Policy Form HW-2105 states in relevant part:

DEFINITIONS

We define the following words and phrases for use throughout this policy. These definitions apply to the singular, plural, and possessive forms of these words and phrases. Defined words and phrases are printed in bold italics.

7. **"fungus"** means any type or form of **fungus**, including mold, mildew, mycotoxins, spores, scents, or byproducts produced or released by fungi.

SECTION I – PROPERTY COVERAGES

SECTION I – PROPERTY SUBJECT TO LIMITATIONS

1. **We** will not pay more than a total of \$5,000 for all loss by **fungus** to:
 - a. **COVERAGE B – PERSONAL PROPERTY** caused by or directly resulting from a peril described in **SECTION I – LOSSES INSURED, COVERAGE B – PERSONAL PROPERTY**; and
 - b. **COVERAGE A – DWELLING** property caused by or directly resulting from a peril described in **SECTION I – LOSSES INSURED, COVERAGE B – PERSONAL PROPERTY** or a loss not otherwise excluded under **SECTION I – LOSSES NOT INSURED**.

Regardless of the number of structures or other property items insured, this single \$5,000 limit of insurance is the most **we** will pay for loss in any one **occurrence** for all Section I coverages and OPTIONAL POLICY PROVISIONS combined.

2. This limitation applies to loss to all insured property, including all costs or expenses for:
 - a. any loss of use or delay in rebuilding, repairing, or replacing covered property, including any associated cost or expense, due to interference at the described premises or location of the rebuilding, repair, or replacement of that property, by **fungus**;
 - b. any remediation of **fungus**, including the cost or expense to:
 - (1) remove or clean the **fungus** from covered property or to repair, restore, or replace that property;

75-65C1-31T
Page 3
April 22, 2024

- (2) tear out and replace any part of the building or other property as needed to gain access to the **fungus**;
- (3) contain, treat, detoxify, neutralize, or dispose of or in any way respond to or assess the effects of the **fungus**; or
- (4) remove any property to protect it from the presence of or exposure to **fungus**;
- c. the cost of any testing or monitoring of air or property to confirm the type, absence, presence, or level of **fungus**, whether performed prior to, during, or after removal, repair, restoration, or replacement of covered property.

SECTION I – LOSSES INSURED

COVERAGE A – DWELLING

We will pay for accidental direct physical loss to the property described in Coverage A, unless the loss is excluded or limited in **SECTION I – LOSSES NOT INSURED** or otherwise excluded or limited in this policy. However, loss does not include and **we** will not pay for, any **diminution in value**.

SECTION I – LOSSES NOT INSURED

1. **We** will not pay for any loss to the property described in Coverage A that is caused by one or more of the items below, regardless of whether the loss occurs abruptly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these:
 - f. wear, tear, decay, marring, scratching, deterioration, inherent vice, latent defect, or mechanical breakdown;
 - g. corrosion, electrolysis, or rust;
 - h. wet or dry rot;
 - j. settling, cracking, shrinking, bulging, or expansion of pavements, patios, foundations (including slabs, basement walls, crawl space walls, and footings), walls, floors, roofs, or ceilings;
- However, **we** will pay for any resulting loss from items a. through k. unless the resulting loss is itself a Loss Not Insured as described in this Section.
4. **We** will not pay for any loss described in paragraphs 1., 2., and 3. immediately above regardless of whether one or more of the following: (a) directly or indirectly cause, contribute to, or aggravate the loss; or (b) occur before, at the same time, or after the loss or any other cause of the loss:
 - a. conduct, act, failure to act, or decision of any person, group, organization, or governmental body whether intentional, wrongful, negligent, or without fault;
 - b. defect, weakness, inadequacy, fault, or unsoundness in:
 - (1) planning, zoning, development, surveying, or siting;
 - (2) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, or compaction;

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Page 4
April 22, 2024

(3) materials used in repair, construction, renovation, remodeling, grading, or compaction;
or

(4) maintenance;

of any property (including land, structures, or improvements of any kind) whether on or
off the **residence premises**; or

c. weather conditions.

However, **we** will pay for any resulting loss from items 4.a., 4.b., and 4.c. unless the
resulting loss is itself a Loss Not Insured as described in this Section.

5. **We** will not pay for, under any part of this policy, any loss consisting of the items in paragraphs
1., 2., 3., or 4. above. This exclusion does not apply if the loss is caused by a peril that is not
otherwise excluded.

If you have questions regarding any part of your claim and would prefer to discuss it with a
person other than me please contact Team Manager Jerrell Campbell Mackey, State Farm
Insurance Companies at (844) 458-4300.

We are required by California Insurance Regulations, Section 2695.7(b)(3), to advise you that if
you believe this claim, or any part of this claim, has been wrongfully denied or rejected, you may
have the matter reviewed by the California Department of Insurance, Claims Service Bureau,
300 South Spring Street, Los Angeles, California 90013, telephone (800) 927-4357.

The California Fair Claims Settlement Practices Regulations state that you must be notified of
all time limits that may apply to your claim. Your policy contains the following provision
concerning suits against State Farm:

SECTION I – CONDITIONS

6. **Suit Against Us.** No action will be brought against **us** unless there has been full compliance
with all of the policy provisions. Any action by any party must be started within one year after
the date of loss or damage.

If the loss is related to a state of emergency, as defined in subdivision (b) of Section 8558 of
the Government Code, the time limit to bring suit is extended to 24 months after inception of
the loss.

The two-year period referred to does not include the time we take to investigate your claim. The
time from the date of loss (February 4, 2024), to the date you reported your claim to your agent
does count in computing the amount of time that has already expired. The suit limitation period
is again running as of the date of this letter.

State Farm has completed its evaluation of this claim. We consider this claim closed as of the
date of this letter.

This Company does not intend by this letter to waive any policy defenses in addition to those
stated above and reserves its right to assert such additional policy defenses at any time.

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Page 5
April 22, 2024

Thank you for allowing us to assist you with your claim. If you have any questions, please call.

Sincerely,

Vilath Leunammachack
Claim Specialist
(866) 787-8676 Ext. 5467
Fax: 1-844-236-3646

statefarmfireclaims@statefarm.com

For your protection, when emailing State Farm, please do not include sensitive personal information such as Social Security Number, credit/debit card number (financial account number), driver's license number, or health/medical information in an email. Please contact us at (866) 787-8676 Ext. 5467 to discuss sensitive information.

State Farm General Insurance Company

Enclosure: State Farm Estimate

cc: John M Taormina, State Farm Agent

Take advantage of our self-service options

Go to statefarm.com® to easily review claim status, update communication and claim payment preferences, and many other insurance services.

CHAVEZ, CARLOS

75-65C1-31T



State Farm
P.O. Box 106169
Atlanta, GA 30348-6169
Fax: 1-844-236-3646
statefarmfireclaims@statefarm.com

Structural Damage Claim Policy

This estimate is priced based on estimated market pricing for the cost of materials, labor, and other factors at the time of the loss.

Adjustments in market pricing and timing of the repairs may impact the final cost of covered repairs. Should you or the contractor you select have questions concerning our estimate, please contact us. If your contractor's estimate is higher than ours, you should contact us prior to beginning repairs. State Farm will work with you and your contractor to determine the actual and necessary cost of covered repairs at the time repairs will be completed, subject to policy terms, conditions and limits.

- We want you to receive quality repair work to restore the damages to your property.
- We will provide you with a detailed estimate of the scope of the damage and costs of repairs. Should the contractor you select have questions concerning our estimate, they should contact your claim representative directly.
- Depending upon the complexity of your repair, our estimate may or may not include an allowance for general contractor's overhead and profit. If you have questions regarding general contractor's overhead and profit and whether general contractor services are appropriate for your loss, please contact your claim representative before proceeding with repairs.
- There may be building codes, ordinances, laws, or regulations that affect the repairs of your property. These items may or may not be covered by your policy. Please contact your claim representative if you have any questions regarding coverage which may be available under your policy.
- State Farm® cannot authorize any contractor to proceed with work on your property. Repairs should proceed only with your authorization.
- State Farm does not guarantee the quality of the workmanship of any contractor or guarantee that the work will be accomplished within any specific time frame.
- It is understood that the contractor is hired by you, our insured, and that they work for you - not State Farm.

If you have any questions or need additional information regarding your claim, please contact your claim representative immediately.

**Building Estimate Summary Guide**

This summary guide is based on a sample estimate and is provided for reference only.

Please refer to the estimate for specifics of your claim.

State Farm Insurance

Insured: Smith, Joe & Jane
Property: 1 Main Street
Anywhere, IL 00000-0000
Type of Loss: Other
Deductible: \$1,000.00

Estimate: 00-0000-000
Claim number: 00-0000-000
Policy Number: 00-00-0000-0
Price List: ILBL8F_MAR 13
Restoration/Service/
Remodel
F = Factored In,
D = Do Not Apply

Summary for Dwelling

Line Item Total [1]		5,953.10
Material Sales Tax	@ 10.000% x 1,520.00	
Subtotal		6,105.10
General Contractor Overhead [2]	@ 10.0% x 6,105.10	610.51
General Contractor Profit	@ 10.0% x 6,105.10	
Replacement Cost Value (Including General Contractor Overhead and Profit) [3]		7,326.12
Less Depreciation (Including Taxes) [4]		(832.50)
Less General Contractor Overhead & Profit on Recoverable &		
Non - recoverable Depreciation		(166.50)
Less Deductible [5]		
Net Actual Cash Value Payment [6]		

Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes) [4]	832.50	
Less Non - recoverable Depreciation (Including Taxes) [7]		
Subtotal		312.50
General Contractor O&P on Depreciation	166.50	
Less General Contractor O&P on Non - recoverable Depreciation		
Subtotal		
Total Maximum Additional Amounts Available If Incurred [8]		
Total Amount of Claim If Incurred [9]		

Claim Representative

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

- 1. Line Item Total** – Total value of all line items in the estimate plus possible adjustments for *labor minimums*. *Labor Minimum* is to cover a certain minimum number of hours for drive-time, set up time and applicable administrative costs and repairs.
- 2. General Contractor's Overhead and Profit** – General contractor's charge for coordinating your repairs.
- 3. Replacement Cost Value (RCV)** – Estimated cost to repair or replace damaged property.
- 4. Depreciation** – The decrease in the value of property over a period of time due to wear, tear, condition, and obsolescence. A portion or all of this amount may be eligible for replacement cost benefits.
- 5. Deductible** – The insurer will pay for losses, up to the policy limits, in excess of your applicable deductible.
- 6. Net Actual Cash Value Payment (ACV)** – The repair or replacement cost of the damaged part of the property less *depreciation* and *deductible*.
- 7. Non Recoverable Depreciation** – *Depreciation* applied to items that are not eligible for replacement cost benefits.
- 8. Total Maximum Additional Amount if Incurred** – Total amount of recoverable depreciation after actual repair or replacement of the property.
- 9. Total Amount of Claim if Incurred** – Total amount of the claim, including *net actual cash value payment* and *total maximum additional amount available if incurred*.

State Farm

CHAVEZ, CARLOS

75-65C1-31T

Insured: CHAVEZ, CARLOS
Property: 1206 W DEVERS ST
WEST COVINA, CA 91790-3913
Home: 323-771-6003
Cellular: 213-792-5426
Type of Loss: Wind Damage
Deductible: \$5,000.00
Date of Loss: 2/4/2024
Date Inspected: 4/20/2024

Estimate: 75-65C1-31T
Claim Number: 7565C131T
Policy Number: 75J4R3028
Price List: CALA28_FEB24
Restoration/Service/Remodel

Summary for Coverage A - Dwelling - 35 Windstorm and Hail

Line Item Total	2,961.40
Material Sales Tax	37.40
Replacement Cost Value	2,998.80
Less Deductible	(5,000.00)
Replacement Cost Value Total	(2,001.20)
Net Payment	\$0.00

Leunammachack, Vilath
866-787-8676 x 5467

**ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND
LIMITS OF YOUR POLICY.**

Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): TINA ABDOLHOSSEINI, ESQ. State Bar No. 316093 2750 SW 145th Avenue, #509, Miramar, Florida 33027 TELEPHONE NO.: (786)703-8810 FAX NO.: EMAIL ADDRESS: tabdolhosseini@plalawversfl.com ATTORNEY FOR (Name): FLOR CHAVEZ & CARLOS CHAVEZ		FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 6/26/2025 2:14 PM David W. Slayton, Executive Officer/Clerk of Court, By J. Gonzalez, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 400 Civic Center Plaza MAILING ADDRESS: CITY AND ZIP CODE: Pomona, 91766 BRANCH NAME: Pomona Courthouse South		
CASE NAME: FLOR CHAVEZ & CARLOS CHAVEZ VS. STATE FARM GENERAL INSURANCE COMPANY		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$35,000) <input type="checkbox"/> Limited (Amount demanded is \$35,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: 25PSCV02359 JUDGE: DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input checked="" type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): 2
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 06/26/2025

Tina Abdolhosseini, Esq.

(TYPE OR PRINT NAME)

Tina Abdolhosseini

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE <ul style="list-style-type: none">Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.File this cover sheet in addition to any cover sheet required by local court rule.If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.	Page 1 of 2
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INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**CM-010**

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SHORT TITLE FLOR CHAVEZ & CARLOS CHAVEZ VS. STATE FARM GENERAL INSURANCE COMPA	CASE NUMBER 25PSCV02359
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CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Courthouse Location (Column C)

1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District.	7. Location where petitioner resides.
2. Permissive filing in Central District.	8. Location wherein defendant/respondent functions wholly.
3. Location where cause of action arose.	9. Location where one or more of the parties reside.
4. Location where bodily injury, death or damage occurred.	10. Location of Labor Commissioner Office.
5. Location where performance required, or defendant resides.	11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection).
6. Location of property or permanently garaged vehicle.	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Auto Tort	Auto (22)	<input type="checkbox"/> 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death	1, 4
	Uninsured Motorist (46)	<input type="checkbox"/> 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Other Personal Injury/ Property Damage/ Wrongful Death (23)	<input type="checkbox"/> 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.)	1, 4
		<input type="checkbox"/> 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.)	1, 4
		<input type="checkbox"/> 2303 Intentional Infliction of Emotional Distress	1, 4
		<input checked="" type="checkbox"/> 2304 Other Personal Injury/Property Damage/Wrongful Death	1, 4
		<input type="checkbox"/> 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility	1, 4
		<input type="checkbox"/> 2306 Intentional Conduct – Sexual Abuse Case (in any form)	1, 4

SHORT TITLE FLOR CHAVEZ & CARLOS CHAVEZ VS. STATE FARM GENERAL INSURANCE COMPA	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
		<input type="checkbox"/> 2307 Construction Accidents	1, 4
		<input type="checkbox"/> 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Product Liability (24)	<input type="checkbox"/> 2401 Product Liability (not asbestos or toxic/ environmental)	1, 4
		<input type="checkbox"/> 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law)	1, 3, 5
	Medical Malpractice (45)	<input type="checkbox"/> 4501 Medical Malpractice – Physicians & Surgeons	1, 4
		<input type="checkbox"/> 4502 Other Professional Health Care Malpractice	1, 4
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> 0701 Other Commercial/Business Tort (not fraud or breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> 0801 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> 1301 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> 1601 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> 2501 Legal Malpractice	1, 2, 3
		<input type="checkbox"/> 2502 Other Professional Malpractice (not medical or legal)	1, 2, 3
Other (35)	<input type="checkbox"/> 3501 Other Non-Personal Injury/Property Damage Tort	1, 2, 3	
Employment	Wrongful Termination (36)	<input type="checkbox"/> 3601 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> 1501 Other Employment Complaint Case	1, 2, 3
		<input type="checkbox"/> 1502 Labor Commissioner Appeals	10
Contract	Breach of Contract / Warranty (06) (not insurance)	<input type="checkbox"/> 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> 0603 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		<input type="checkbox"/> 0604 Other Breach of Contract/Warranty (no fraud/ negligence)	1, 2, 5
		<input type="checkbox"/> 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt)	2, 5
	Collections (09)	<input type="checkbox"/> 0901 Collections Case – Seller Plaintiff	5, 6, 11
		<input type="checkbox"/> 0902 Other Promissory Note/Collections Case	5, 11
		<input type="checkbox"/> 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014)	5, 6, 11
		<input type="checkbox"/> 0904 Collections Case – COVID-19 Rental Debt	5, 11
Insurance Coverage (18)	<input type="checkbox"/> 1801 Insurance Coverage (not complex)	1, 2, 5, 8	

SHORT TITLE FLOR CHAVEZ & CARLOS CHAVEZ VS. STATE FARM GENERAL INSURANCE COMPA	CASE NUMBER 25PSCV02359
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Contract (Continued)	Other Contract (37)	<input type="checkbox"/> 3701 Contractual Fraud	1, 2, 3, 5
		<input type="checkbox"/> 3702 Tortious Interference	1, 2, 3, 5
		<input type="checkbox"/> 3703 Other Contract Dispute (not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> 1401 Eminent Domain/Condemnation Number of Parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> 3301 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> 2601 Mortgage Foreclosure	2, 6
		<input type="checkbox"/> 2602 Quiet Title	2, 6
		<input type="checkbox"/> 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6
Unlawful Detainer	Unlawful Detainer – Commercial (31)	<input type="checkbox"/> 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Residential (32)	<input type="checkbox"/> 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Post Foreclosure (34)	<input type="checkbox"/> 3401 Unlawful Detainer – Post Foreclosure	2, 6, 11
	Unlawful Detainer – Drugs (38)	<input type="checkbox"/> 3801 Unlawful Detainer – Drugs	2, 6, 11
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> 0501 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> 1101 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> 0201 Writ – Administrative Mandamus	2, 8
		<input type="checkbox"/> 0202 Writ – Mandamus on Limited Court Case Matter	2
		<input type="checkbox"/> 0203 Writ – Other Limited Court Case Review	2
	Other Judicial Review (39)	<input type="checkbox"/> 3901 Other Writ/Judicial Review	2, 8
		<input type="checkbox"/> 3902 Administrative Hearing	2, 8
<input type="checkbox"/> 3903 Parking Appeal		2, 8	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> 0301 Antitrust/Trade Regulation	1, 2, 8
	Asbestos (04)	<input type="checkbox"/> 0401 Asbestos Property Damage	1, 11
		<input type="checkbox"/> 0402 Asbestos Personal Injury/Wrongful Death	1, 11

SHORT TITLE FLOR CHAVEZ & CARLOS CHAVEZ VS. STATE FARM GENERAL INSURANCE COMPA	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Provisionally Complex Litigation (Continued)	Construction Defect (10)	<input type="checkbox"/> 1001 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> 4001 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> 2801 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> 3001 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> 4101 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> 2001 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> 2002 Abstract of Judgment	2, 6
		<input type="checkbox"/> 2004 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> 2005 Petition/Certificate for Entry of Judgment Unpaid Tax	2, 8
		<input type="checkbox"/> 2006 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> 2701 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (not specified above) (42)	<input type="checkbox"/> 4201 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> 4202 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> 4203 Other Commercial Complaint Case (non-tort/noncomplex)	1, 2, 8
		<input type="checkbox"/> 4204 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> 2101 Partnership and Corporation Governance Case	2, 8
	Other Petitions (not specified above) (43)	<input type="checkbox"/> 4301 Civil Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4302 Workplace Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4303 Elder/Dependent Adult Abuse Case with Damages	2, 3, 9
		<input type="checkbox"/> 4304 Election Contest	2
		<input type="checkbox"/> 4305 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> 4306 Petition for Relief from Late Claim Law	2, 3, 8
		<input type="checkbox"/> 4307 Other Civil Petition	2, 9

SHORT TITLE FLOR CHAVEZ & CARLOS CHAVEZ VS. STATE FARM GENERAL INSURANCE COMPA	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases.)

REASON: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input checked="" type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11			ADDRESS: 1206 W DEVERS ST
CITY: WEST COVINA	STATE: CALIFORNIA	ZIP CODE: 91790	

Step 5: Certification of Assignment: I certify that this case is properly filed in the EAST
District of the Superior Court of California, County of Los Angeles [Code of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: 06/26/2025

Tina Abdolhosseini

(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (01/23).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: West Covina Courthouse 1427 West Covina Parkway, West Covina, CA 91790		FILED Superior Court of California County of Los Angeles 06/26/2025 David W. Slayton, Executive Officer / Clerk of Court By: <u>J. Gonzalez</u> Deputy
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE		
Your case is assigned for all purposes to the judicial officer indicated below.		CASE NUMBER: 25PSCV02359

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

ASSIGNED JUDGE		DEPT	ROOM		ASSIGNED JUDGE		DEPT	ROOM
✓	Lynette Gridiron Winston	6						

Given to the Plaintiff/Cross-Complainant/Attorney of Record David W. Slayton, Executive Officer / Clerk of Court
on 06/26/2025 (Date) By J. Gonzalez, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS-COMPLAINANTS MUST SERVE THIS ADR INFORMATION PACKAGE ON ANY NEW PARTIES NAMED TO THE ACTION WITH THE CROSS-COMPLAINT.

WHAT IS ADR?

Alternative Dispute Resolution (ADR) helps people find solutions to their legal disputes without going to trial. The Court offers a variety of ADR resources and programs for various case types.

TYPES OF ADR

- **Negotiation.** Parties may talk with each other about resolving their case at any time. If the parties have attorneys, they will negotiate for their clients.
- **Mediation.** Mediation may be appropriate for parties who want to work out a solution but need help from a neutral third party. A mediator can help the parties reach a mutually acceptable resolution. Mediation may be appropriate when the parties have communication problems and/or strong emotions that interfere with resolution. Mediation may not be appropriate when the parties want a public trial, lack equal bargaining power, or have a history of physical or emotional abuse.
- **Arbitration.** Less formal than a trial, parties present evidence and arguments to an arbitrator who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision.
- **Settlement Conferences.** A judge or qualified settlement officer assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Mandatory settlement conferences may be ordered by a judicial officer. In some cases, voluntary settlement conferences may be requested by the parties.

ADVANTAGES OF ADR

- **Save time and money.** Utilizing ADR methods is often faster than going to trial and parties can save on court costs, attorney's fees, and other charges.
- **Reduce stress and protect privacy.** ADR is conducted outside of a courtroom setting and does not involve a public trial.
- **Help parties maintain control.** For many types of ADR, parties may choose their ADR process and provider.

DISADVANTAGES OF ADR

- **Costs.** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or decision by a judge or jury.

WEBSITE RESOURCES FOR ADR

- **Los Angeles Superior Court ADR website:** www.lacourt.org/ADR
- **California Courts ADR website:** www.courts.ca.gov/programs-adr.htm

Los Angeles Superior Court ADR Programs for Unlimited Civil (cases valued over \$35,000)

Litigants should closely review the requirements for each program and the types of cases served.

- **Civil Mediation Vendor Resource List.** Litigants in unlimited civil cases may use the Civil Mediation Vendor Resource List to arrange voluntary mediations without Court referral or involvement. The Resource List includes organizations that have been selected through a formal process that have agreed to provide a limited number of low-cost or no-cost mediation sessions with attorney mediators or retired judges. Organizations may accept or decline cases at their discretion. Mediations are scheduled directly with these organizations and are most often conducted through videoconferencing. The organizations on the Resource List target active civil cases valued between \$50,000-\$250,000, though cases outside this range may be considered. *For more information and to view the list of vendors and their contact information, download the Resource List Flyer and FAQ Sheet at www.lacourt.org/ADR/programs.html.*
RESOURCE LIST DISCLAIMER: The Court provides this list as a public service. The Court does not endorse, recommend, or make any warranty as to the qualifications or competency of any provider on this list. Inclusion on this list is based on the representations of the provider. The Court assumes no responsibility or liability of any kind for any act or omission of any provider on this list.
- **Mediation Volunteer Panel (MVP).** Unlimited civil cases referred by judicial officers to the Court's Mediation Volunteer Panel (MVP) are eligible for three hours of virtual mediation at no cost with a qualified mediator from the MVP. Through this program, mediators volunteer preparation time and three hours of mediation at no charge. If the parties agree to continue the mediation after three hours, the mediator may charge their market hourly rate. When a case is referred to the MVP, the Court's ADR Office will provide information and instructions to the parties. The Notice directs parties to meet and confer to select a mediator from the MVP or they may request that the ADR Office assign them a mediator. The assigned MVP mediator will coordinate the mediation with the parties. *For more information or to view MVP mediator profiles, visit the Court's ADR webpage at www.lacourt.org/ADR or email ADRCivil@lacourt.org.*
- **Mediation Center of Los Angeles (MCLA) Referral Program.** The Court may refer unlimited civil cases to mediation through a formal contract with the Mediation Center of Los Angeles (MCLA), a nonprofit organization that manages a panel of highly qualified mediators. Cases must be referred by a judicial officer or the Court's ADR Office. The Court's ADR Office will provide the parties with information for submitting the case intake form for this program. MCLA will assign a mediator based on the type of case presented and the availability of the mediator to complete the mediation in an appropriate time frame. MCLA has a designated fee schedule for this program. *For more information, contact the Court's ADR Office at ADRCivil@lacourt.org.*
- **Resolve Law LA (RLLA) Virtual Mandatory Settlement Conferences (MSC).** Resolve Law LA provides three-hour virtual Mandatory Settlement Conferences at no cost for personal injury and non-complex employment cases. Cases must be ordered into the program by a judge pursuant to applicable Standing Orders issued by the Court and must complete the program's online registration process. The program leverages the talent of attorney mediators with at least 10 years of litigation experience who volunteer as settlement officers. Each MSC includes two settlement officers, one each from the plaintiff and defense bars. Resolve Law LA is a joint effort of the Court, Consumer Attorneys Association of Los Angeles County (CAALA), Association of Southern California Defense Counsel (ASCDC), Los Angeles Chapter of the American Board of Trial Advocates (LA-ABOTA), Beverly Hills Bar Foundation (BHBF), California Employment Lawyers Association (CELA), and Los Angeles County Bar Association (LACBA). *For more information, visit <https://resolvelawla.com>.*

- **Judicial Mandatory Settlement Conferences (MSCs).** Judicial MSCs are ordered by the Court for unlimited civil cases and may be held close to the trial date or on the day of trial. The parties and their attorneys meet with a judicial officer who does not make a decision, but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For more information, visit <https://www.lacourt.org/division/civil/CI0047.aspx>.

Los Angeles Superior Court ADR Programs for Limited Civil (cases valued below \$35,000)

Litigants should closely review the requirements for each program and the types of cases served.

- **Online Dispute Resolution (ODR).** Online Dispute Resolution (ODR) is a free online service provided by the Court to help small claims and unlawful detainer litigants explore settlement options before the hearing date without having to come to court. ODR guides parties through a step-by-step program. After both sides register for ODR, they may request assistance from trained mediators to help them reach a customized agreement. The program creates settlement agreements in the proper form and sends them to the Court for processing. Parties in small claims and unlawful detainer cases must carefully review the notices and other information they receive about ODR requirements that may apply to their case. *For more information, visit <https://my.lacourt.org/odr>.*
- **Dispute Resolution Program Act (DRPA) Day-of-Hearing Mediation.** Through the Dispute Resolution Program Act (DRPA), the Court works with county-funded agencies, including the Los Angeles County Department of Consumer & Business Affairs (DCBA) and the Center for Conflict Resolution (CCR), to provide voluntary day-of-hearing mediation services for small claims, unlawful detainer, limited civil, and civil harassment matters. DCBA and CCR staff and trained volunteers serve as mediators, primarily for self-represented litigants. There is no charge to litigants. *For more information, visit <https://dcba.lacounty.gov/countywidedrp>.*
- **Temporary Judge Unlawful Detainer Mandatory Settlement Conference Pilot Program.** Temporary judges who have been trained as settlement officers are deployed by the Court to designated unlawful detainer court locations one day each week to facilitate settlement of unlawful detainer cases on the day of trial. For this program, cases may be ordered to participate in a Mandatory Settlement Conference (MSC) by judicial officers at Stanley Mosk, Long Beach, Compton, or Santa Monica. Settlement rooms and forms are available for use on the designated day at each courthouse location. There is no charge to litigants for the MSC. *For more information, contact the Court's ADR Office at ADRCivil@lacourt.org.*